

FACILITY USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Matt Shafer as Principal authorized so to act by direction of the Board of Education and BCK Track Club/Kentucky Elite, hereinafter referred to as "user" of the school facilities hereinafter described.

WITNESSETH:

The principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows: Track & Field Facilities & Surrounding Grass Areas

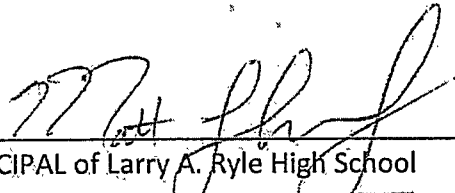
Beginning 6/13/25 - 6/30/25
At the following times and dates: 2025 Monday, Wednesday and Saturday 5-8PM for month of ~~May and June~~ and as permitted by use. subject to the following terms and conditions:

1. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are compiled with and any other terms and conditions specified by the Principal. Any violation of such terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. The utilization of the premises by the user is a privilege extended to the user by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the principal.
2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Boone County Board of Education policies, including but not limited to BCBE Policy No. 05.3, 05.31, 05.32 and 10.3 which are incorporated by reference herein.
3. The reserved time/date for use by user may be cancelled preempted by Principal and permission for use may be terminated without cause by notice from Principal.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no subletting or assignment of this agreement nor any profit making or commercial venture subject of the use.

FACILITY USE AGREEMENT

6. User shall return the facilities or premises in the same condition as at the commencement of the use, or if user fails to do so; the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.
7. The user agrees to save harmless the Boone County Board of Education, its employees and agents, for any liability, damage, loss or expense incurred respecting the utilization of the school facilities; and the user agrees to reimburse the Boone county Board of Education for any damages to or replacement of school property damaged, lost, stolen or vandalized while in users name.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the user hereunto set their hands this 2nd day of May, 2025.


PRINCIPAL of Larry A. Ryle High School

Shawn R. Proffitt
USER NAME / SIGNATURE

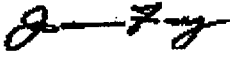
11040 Galielo Blvd
ADDRESS

Union KY 41091
CITY STATE ZIP

(407) 883-9470
PHONE NUMBER

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

CERTIFICATE HOLDER Ryle High School Boone County Board of Education 10379 US 42 Union, KY 41091	COVERAGE DATES: 05/01/2025 - 8/31/2025					
<small>This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.</small>						
PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 22409 Lake Buena Vista, FL 32830-1000 (407) 934-7200					
MEMBER CLUB INSURED BCK Thoroughbreds Track Club 11040 Galileo Blvd Union, KY 41091						
CERTIFICATE ID: 5KKYX9T7 CLUB CODE: W4T7FE						
INSURER(S) AFFORDING COVERAGE						
<div style="display: flex; justify-content: space-between;"><div>Company A United State Fire Insurance Company NAIC# 21113 Company B Everest National Insurance Company NAIC #10120 Company C HDI Global Specialty SE NAIC# AA-1340041</div><div>*For box below, INSR LTR refers to Company A, B, or C.</div></div>						
COVERAGES - This is to certify that the policy(ies) of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182730	9/01/2024 12:01 AM	9/01/2025 12:01 AM	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	S18EX00142-241	9/01/2024 12:01 AM	9/01/2025 12:01 AM	Each Occurrence Policy Aggregate	3,000,000 3,000,000
C	Excess Liability	T8HX3007	9/01/2024 12:01 AM	9/01/2025 12:01 AM	Each Occurrence Policy Aggregate	2,000,000 2,000,000
B	General Liability	S18ML00176-241	9/01/2024 12:01 AM	9/01/2025 12:01 AM	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 20,000,000 5,000 1,000,000 3,000,000
ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS Coverage applies to BCK Thoroughbreds Track Club, License # 5KKYX9T7 Practice, BCK Thoroughbreds Track Club from 05/01/2025 through 08/31/2025, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met. Primary non-contributory applies as per attached endorsement ECG 24 520 04 02. Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02. The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 11 04 13 applies.						
CANCELLATION - Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives. REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.						
FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE. Go to www.aausports.org , Membership, Insurance, Issued Third Party Certificates, Insert member club code						



Authorized Representative

Certificate No. 20250840

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): All locations owned, operated or leased by Name Of Person(s) Or Organization(s) listed below
Name Of Person(s) Or Organization(s) (Additional Insured): Ryle High School Boone County Board of Education 10379 US 42 Union, KY 41091 Event: Practice, BCK Thoroughbreds Track Club Date: 05/01/2025 through 08/31/2025
Additional Premium: \$ N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL - OTHER INSURANCE
(PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV
COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the
following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agreement that this insurance will be primary and noncontributory, if the written contract of agreement was made prior to the subject "occurrence" or offense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

(if no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section
IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above
because of payments we make for injury or damage arising out of your operations or
"your work" done under a written agreement that requires you to waive your rights of recovery. The written
agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or
organization shown in the Schedule above.